

JULIANA GULFIN, PETITIONER, VS. ANTONIO ESPENISIN,[] ROMEO ESPENISIN, AND ROSALINDA ESPENISIN, RESPONDENTS.

Ponente: CAMELLO, J.

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CAMELLO, J.:

Petitioner Juliana Gulfin assails the Decision dated September 13, 2012[1] and Resolution dated June 25, 2013,[2] both rendered by the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 16376.

As aptly synthesized by the DARAB, the facts are as follows: [3]

The case involves two parcels of irrigated riceland, identified as Lot 3463-353-D and Lot 3634-353-D, at 2.2056 hectares each and owned by petitioner and Jose Gulfin. These landholdings are embraced by Tax Declaration No. K-0100270 and Tax Declaration No. K-0100268. The late Santiago Ang Lock Gulfin (Santiago) was the owner of these ricelands; petitioner and Jose Gulfin inherited them upon the death of Santiago.

Respondent Antonio Espinesin is the father of co-respondent Romeo Espinesin while Rosalinda Espenisin is the latter's wife. The record also shows that Antonio Espinesin is the registered tenant of the subject landholding as evidenced by a Certificate of Agricultural Leasehold dated November 5, 1982 duly signed by then DAR Regional Director Leopoldo Serrano on behalf of then President Ferdinand Marcos xxx, a fact further confirmed in the decision dated 6 August 1997 rendered by the Board in DARAB Case No. 3493 entitled Heirs of Santiago Ang Lock Gulfin, represented by Jose Gulfin vs. Antonio Espinesin.

In a verified complaint, complainants allege, inter alia, that respondents are tenants of the subject landholdings who are obliged to pay lease rentals of 12 sacks of palay per hectare per cropping of year 2003 up to 2006. They refused to pay the rentals despite repeated demands, and they failed to pay the irrigation fees since 1989 to 2006 now amounting to P108,957.90 as shown by the Statement of Account issued by the NIA. They further averred that respondents admitted to leasing their tenanted ricelands to Praxedes Larcia who, in turn, subleased the same to SL-Agri Tech as shown by the "Mediation Proceedings" dated 15 May 2006 before the Office of the Punong Barangay. They pray for the ejectment of respondents from the subject landholding.

Respondents assert in substance in their Answer that Antonio Espinesin is the tenant since 1961 and that he alone is bound by the leasehold agreement while the rest of the respondents are not parties thereto; that upon the death of the complainants' father, complainants caused the partition of the landholding and so they do not know to whom to give the rentals as both are claiming their right thereto. As tenants, they remitted the rentals due for the complainants to LEN SUAN STORE (palay buyer) up to 2003, and Mr. Panelo is the one receiving in behalf of the landowner, it being the agreement that the shares of the Gulfins be deposited with the said palay buyer who, in turn, will give the same to the complainants; that the uninvited possession of SL AgriTech, without their consent, caused their dispossession of the land.

They deny not paying the irrigation fees as shown by the receipts; they likewise deny admitting having leased the subject landholding to Mrs. Praxedes Larcia, for the truth is, as a practice the buyer will defray the expenses for fertilizers and pesticides while the tenant, in turn, will pay in advance, to the buyer by delivering the harvests. By

way of Special/Affirmative Defenses, they allege that the proceeding before the BARC is insufficient as it did not include one of the compulsory parties, while the proceeding before the Punong Barangay is not valid, for the reason that the issue involves an agrarian dispute. They pray for the dismissal of the instant complaint for lack of merit.

To expedite the proceedings, parties were directed to simultaneously submit their position papers within 15 days. The case was then submitted for resolution.

On May 16, 2007, the Regional Adjudicator Norberto P. Sinsona of Davao City rendered a Decision,[4] the fallo of which reads:

WHEREFORE, in the light of the foregoing, judgment is hereby rendered ordering:

1. The termination of the tenant relationship between Antonio Espinesin and the complainants;
2. The ejectment of the respondents from the subject land and all such other person/s that come into possession of the same by reason of the respondents;
3. Respondent Antonio Espinesin to pay complainants back rentals of 12 sacks per hectare per cropping or its cash equivalment reckoned three (3) years back from the filing of the instant complaint.

SO ORDERED.[5]

Respondents appealed to the DARAB. On September 13, 2012, the DARAB rendered the assailed Decision,[6] the dispositive portion of which states:

WHEREFORE, the appeal is GRANTED and the appealed decision is REVERSED and SET ASIDE. A NEW JUDGMENT is rendered as follows:

1. DECLARING respondent-appellant Antonio Espinesin as the lawful tenant-lessee of the land in question;
2. ORDERING complainants-appellees to respect the possession and cultivation of the respondents-appellants over the subject lands;

Claims and counterclaims are dismissed for insufficient evidence.

SO ORDERED.

In her petition, petitioner raises the following issues:

1. Whether respondents act of not delivering the rentals due to petitioner is sufficient cause to terminate the tenancy relationship;
2. Whether respondents are still obliged to pay petitioner back rentals.[7]

It is well-settled that factual findings of administrative officials and agencies that have acquired expertise in the performance of their official duties and the exercise of their primary jurisdiction are generally accorded not only respect but, at times, even finality if such findings are supported by substantial evidence.[8] In the absence of proof of grave error in the appreciation of facts, findings of fact by quasi-judicial agencies are conclusive.[9]

Petitioner, in the instant case, miserably failed to show how the DARAB gravely erred in its appreciating the factual evidence. Petitioner did not bother to point out the specific portions of the assailed DARAB decision which do not coincide with the evidence on record. We are constrained, by such failure alone, to affirm the DARAB's findings.

Even so, the Court still endeavored to review the findings of the DARAB, and found no reversible error. The

DARAB correctly held that there was no sufficient ground to evict respondents since there was no proof that they deliberately refused or failed to pay lease rental.

Section 7 of R.A. No. 3844 ordains that once the tenancy relationship is established, a tenant or agricultural lessee is entitled to security of tenure. Section 36 of R.A. No. 3844 strengthens this right by providing that the agricultural lessee has the right to continue the enjoyment and possession of the landholding and will not be disturbed in such possession except only upon court authority in a final and executory judgment, after due notice and hearing, and only for the specifically enumerated causes. The subsequent R.A. No. 6657 further reiterates, under its Section 6, that the security of tenure previously acquired shall be respected. Finally, in order to protect this right, Section 37 of R.A. No. 3844 lays the burden of proving the existence of a lawful cause for the ejectment of the agricultural lessee on the agricultural lessor.[10]

Evidently in the instant case, petitioner must discharge the onus of proving the ground for respondent's ejectment which is the latter's alleged failure to pay rentals from year 2003 to 2006.

Under paragraph 6, Section 36 of R.A. No. 3844, non-payment of the lease rentals whenever they fall due is a ground for the ejectment of an agricultural lessee. In relation to Section 2 of Presidential Decree (P.D.) No. 816, deliberate refusal or continued refusal to pay the lease rentals by the agricultural lessee for a period of two (2) years shall, upon hearing and final judgment, result in the cancellation of the CLT issued in the agricultural lessee's favor.

Therefore, to warrant dispossession of his landholding, the agricultural lessee's failure to pay the lease rentals must be willful and deliberate and must have lasted for at least two (2) years. The term "deliberate" is characterized by or results from slow, careful, thorough calculation and consideration of effects and consequences, while the term "willful" is defined, as one governed by will without yielding to reason or without regard to reason. Mere failure of an agricultural lessee to pay the agricultural lessor's share does not necessarily give the latter the right to eject the former absent a deliberate intent on the part of the agricultural lessee to pay.[11]

Petitioner repeatedly averred that respondents had not complied with their obligation to pay rentals from 2003 to 2006. However, like the DARAB, we find that this averment is not substantiated. Furthermore, there was no showing that the alleged non-payment of rentals was deliberate or willful on the part of the respondents. To be deliberate or willful, the non-payment of lease rentals must be absolute, i.e., marked by complete absence of any payment,[12] which is not the case here because respondents had been paying rents from 2001 up to 2003 as evidenced by receipts. Thus, without any deliberate and willful refusal to pay lease rentals for two years, the respondents cannot be evicted from the leased property solely based on this ground.

Our law on agrarian reform is a legislated promise to emancipate poor farm families from the bondage of the soil. P.D. No. 27 was promulgated in the exact same spirit, with mechanisms which hope to forestall a reversion to the antiquated and inequitable feudal system of land ownership. It aims to ensure the continued possession, cultivation and enjoyment by the beneficiary of the land that he tills which would certainly not be possible where the former owner is allowed to reacquire the land at any time following the award – in contravention of the government's objective to emancipate tenant-farmers from the bondage of the soil.[13] Thus, agrarian laws must be interpreted liberally in favor of the grantee, in order to give full force and effect to their clear intent, which is "to achieve a dignified existence for the small farmers" and to make them "more independent, self-reliant and responsible citizens, and a source of genuine strength in our democratic society." [14]

FOR THESE REASONS, the instant petition is DENIED. The assailed Decision and Resolution is AFFIRMED.

SO ORDERED.

Inting and Perez, JJ., concur.

[*] Spelled as Espinesin in other parts of the record.

[1] Rollo, pp. 12-21.

[2] Id. at 26-28.

[3] Supra, note 1 at 13-15.

[4] Supra note 1 at 12.

[5] Id.

[6] Id. at 20-21.

[7] Rollo, p. 5.

[8] Ngei Multi-Purpose Cooperative Inc., et al. v. Filipinas Palmoil Plantation Inc., et al., G.R. No. 184950, October 11, 2012

[9] See Heirs of Felicidad Vda. de Dela Cruz v. Heirs of Pedro Fajardo, G.R. No. 184966 May 30, 2011

[10] Natividad v. Mariano, et al., G.R. No. 179643, June 3, 2013.

[11] Id.

[12] Id.

[13] Coderias v. Estate of Juan Cidoco, G.R. No. 180476, June 26, 2013.

[14] Estolas v. Mabalot, G.R. No. 133706, May 7, 2002.

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